

Charles B. Hendricks
State Bar No. 09451050
Emily S. Wall
State Bar No. 24079534
CAVAZOS HENDRICKS POIROT, P.C.
Suite 570, Founders Square
900 Jackson Street
Dallas, TX 75202
Direct Dial: (214) 573-7302
Fax: (214) 573-7399
Email: chuckh@chfirm.com
Email: ewall@chfirm.com

Attorneys for Anne Elizabeth Burns, Chapter 7 Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In Re:	§	
	§	
HOACTZIN PARTNERS, L.P.,	§	Case No. 19-33545-sgj7
	§	
Debtor.	§	Hearing Date: July 30, 2020
	§	Hearing Time: 10:30 AM
	§	

**TRUSTEE'S APPLICATION FOR EMPLOYMENT OF HOLMAN
FENWICK WILLAN LLP AS SPECIAL CONTRACT COUNSEL**

COMES NOW, Anne Elizabeth Burns, Chapter 7 Trustee in the above styled and numbered case (the "Trustee" and/or "Applicant"), and makes this **Trustee's Application to Employ Holman Fenwick Willan USA LLP ("HFW USA") as Special Contract Counsel** and would show the Court as follows:

1. The Trustee requires the services of special contract counsel to assist the Trustee in reviewing and advising the Trustee on the terms and conditions of a multi-million dollar decommissioning contract between the bankruptcy estate and a contractor that will perform the decommissioning work related to the bankruptcy estate's obligations in the Gulf of Mexico.
2. For the foregoing and all other necessary and proper purposes, Applicant desires to retain the law firm of HFW USA as special contract counsel.

3. Because the attorneys of HFW USA have experience in both the contractor and operator sides of various decommissioning and abandonment projects, deal with BSEE and BOEM regularly and have been involved in drafting and reviewing related service agreements, Applicant feels that they are well qualified to render the foregoing services. Attached hereto as Exhibit A is a letter from HFW USA to the Trustee that outlines the terms of HFW USA's engagement and the scope of work HFW USA is to perform.

4. Applicant believes that said attorneys do not hold or represent any interest adverse to that of your applicant or this bankruptcy estate, and that said attorneys are disinterested persons within the meaning of 11 U.S.C. § 101(14). Attached hereto is the Rule 2014 Statement of Connections signed by Glenn Legge, a Partner at HFW USA. Applicant is informed that the normal hourly billing rates of said attorneys range between \$240 per hour and \$380 per hour and \$110 to \$130 per hour for paraprofessional services. Said attorneys estimate their fees will range from \$14,800 to \$24,300 depending upon the complexity and negotiation of the decommissioning and abandonment agreements, and it is contemplated that said attorneys will seek compensation based upon normal and usual hourly billing rates.

5. Applicant has not paid HFW USA a retainer and understands that said special contract counsel will seek compensation, both on an interim basis during the case as permitted by 11 U.S.C. § 331 and on a final basis, pursuant to 11 U.S.C. § 330.

WHEREFORE, Applicant prays that she be authorized to employ the law firm of HFW USA as her special contract counsel to render services in the areas described above, with compensation to be paid as an administrative expense in such amounts as this Court may hereinafter determine and allow.

Respectfully submitted,

/s/ Anne Elizabeth Burns

Anne Elizabeth Burns, Trustee

Glenn Legge
Holman Fenwick Willan LLP
5151 San Felipe
Suite 400
Houston, Texas 77056

Proposed Special Counsel for Anne Elizabeth Burns,
Chapter 7 Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In Re: §
HOACTZIN PARTNERS, L.P., § Case No. 19-33545-sgj7
Debtor. §

DECLARATION OF GLENN LEGGE

I, Glenn Legge, hereby declare under penalty of perjury the following:

I am a partner with Holman Fenwick Willan USA LLP ("HFW USA") and seek to be employed as special contract counsel for the Trustee in the case of Hoactzin Partners, L.P. (the "Debtor"). I have reviewed the foregoing application and, to the best of my knowledge and belief, the statements and assertions there are true and correct.

I have no known connections with the Debtor, the creditors in this case, or any other party in interests, their respective attorneys, the United States trustee, or any person employed in the office of the United States trustee except the following:

1. Fieldwood Energy LLC. – HFW USA assists Fieldwood Energy LLC (FELLC) with regulatory matters, however, none of those matters involved the offshore leases involved in the captioned matter. HFW USA advised FELLC of our appointment in this matter and the company has agreed to allow HFW USA serves as special contract counsel for the Trustee.

2. ExxonMobil Production Co. – HFW USA has assisted ExxonMobil Production Co. on a number of litigation matters, but none of those matters involved the offshore leases involved in the captioned matter. We have advised counsel for ExxonMobil Production Co. of HFW USA's appointment in this matter and we have received no objections from the company.

Dated July 6, 2020.

Glenn R. Legge
Glenn R. Legge



Attorneys at Law

Glenn R. Legge
 Partner
 glenn.legge@hfw.com

hfw.com

T +1 (713) 917 0888
 F +1 (713) 953 9470

July 6, 2020

Ms. Anne Elizabeth Burns
 Chapter 7 Trustee
 Mr. Chuck Hendricks
 CAVAZOS HENDRICKS POIROT, P.C.
 900 Jackson St., Suite 570, Founders Square
 Dallas, TX 75202

Via email: aburns@chfirm.com

Via email: chuckh@chfirm.com

RE: Retention of HFW USA LLP as Special Contract Counsel to Assist Chapter 7 Trustee in **In Re: Hoactzin Partners, L.P.**, Case No. 19-33545-sgj7, United States Bankruptcy Court for the Northern District of Texas, Dallas Division.

Dear Ms. Burns and Mr. Hendricks:

Holman, Fenwick, Willan USA LLP, (“HFW” or “Firm”) acknowledges and appreciates the opportunity to serve as Special Contract Counsel to the Chapter 7 Trustee in the captioned matter. The purpose of this letter is to outline the terms of HFW's engagement and the scope of work the Firm is to perform.

Scope of Representation

Our experience has been that it is mutually beneficial to set forth, at the outset of our representation, the role and responsibilities of both the Firm and the client. As your counsel, we will act on your instructions related to the captioned matters. This engagement will include only the matters described in this correspondence and any additional matters that are made part of the engagement by written supplement to this letter.

The Firm is being retained by you solely as your counsel, and our representation pursuant to this letter does not include the representation of any of your affiliates or related entities, including but not limited to, any parent, direct or indirect subsidiary, employees, partners, officers or agents. Subject to the section entitled Withdrawal or Termination below, this engagement and our attorney-client relationship will be terminated when we have completed the services in the matters covered by this engagement letter and any written supplements to this engagement letter. If you later retain us to perform further additional services, our attorney-client relationship will be established by another, separate engagement letter.

Choice of Counsel and Conflict of Interest Waiver

We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing. The Firm has many existing clients and is retained by a number of new clients each year. As a result, clients of the Firm from time to time have business dealings, negotiations and sometimes disputes (including litigation) with other clients of the Firm. Insofar as we can presently tell, there is no conflict of interest between you and any of the Firm's current clients that would prohibit our Firm's representation of you in this matter. Although it is not anticipated that future conflicts may arise, one of the purposes of this letter is to provide a framework for addressing present and future conflicts of interest that may arise when attorneys from the Firm represent clients in matters adverse to you. We believe it is appropriate to address these potential issues in advance rather than waiting until they arise.

The Firm is part of the wider Holman Fenwick Willan law firm ("HFW group members"). HFW group members operate in many jurisdictions and each jurisdiction has its own rules governing conflicts of interest. In structuring our client relationships, we seek the agreement of prospective clients to conflicts principles that do not preclude any of the HFW group members (including the Firm) from acting for other clients in matters that are unrelated to our work for the prospective client and that may be adverse to the prospective client. Moreover, the professional responsibility rules applicable in many jurisdictions permit such representation of other clients unless the firm holds confidential information material to the matter on behalf of that client.

Accordingly, by accepting the terms of this engagement letter you confirm that HFW group members may continue to represent or may undertake in the future to represent any existing or future client in any matter (including but not limited to transactions and litigation or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to yours, as long as that other matter is not substantially related either to this matter or to any other future engagements we have accepted from you and provided we implement procedures to protect your confidential information from any disclosure to or use by the other client. You will not raise our representation of you as a basis for disqualifying any HFW group members from representing any other client in such matters.

Cooperation

In order to enable us to effectively render the legal services contemplated, you agree to disclose fully and accurately all facts and keep us informed of all developments relating to the matter. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide us. You agree to cooperate fully with us and make your representatives available to attend necessary meetings, and provide necessary information. We will attempt to schedule these things such as depositions, hearings, etcetera, to serve the convenience of those representatives, schedules are often not within our control. Rather, they are at the discretion of the court proceeding or applicable rules of procedure.

We will make our best efforts to achieve a result in these matters that is satisfactory to you. However, because the outcome of litigation is subject to the vagaries and risks inherent in the litigation process, it is understood that we make no promise or guarantees to you concerning the outcome and cannot do so.

Fees

The nature, character, and amount of fees charged by our Firm are determined in accordance with Rule 1.04 of the Texas Disciplinary Rules of Professional Conduct ("Rules of Professional Conduct") as adopted by the Supreme Court of Texas and the State Bar of Texas. The Rules of Professional Conduct are publically available on the website maintained by the State Bar of Texas, www.texasbar.com and on the website maintained by the Texas Center for Legal Ethics at www.legalethicstexas.com. A copy of the Rules of Professional Conduct can be made available upon request. The Rules of Professional Conduct are incorporated into this Agreement by reference.

For this matter, our fees will be based on the time spent by our lawyers and paralegal personnel who may work on this matter. Billing rates for our attorneys vary according to the experience of the individuals. I will be the partner in charge of the work and, having regard to the nature of the matter, will be assisted by one or more colleagues at this firm. Please find below a list of those working on the matter as well as the applicable rates:

Name	Title	Rates
Glenn Legge	Partner	USD380.00
Cade White	Senior Associate	USD330.00
Courtney Campion	Associate	USD240.00
	Paralegal	USD130.00

Billing rates for both attorneys and paralegals are from time to time reviewed and adjusted. Whenever possible we will have work performed at the lowest appropriate billing rate to achieve the greatest economic efficiencies possible.

Other Charges

In addition to our fees, you will be billed other charges for items incident to the performance of our legal services, such as photocopying, messengers, travel expenses, long distance telephone calls, telefax transmission fees, postage, filing fees with the court, computerized research and computer applications such as computerized legal research.

Outside Professionals and Others

If the Firm determines that outside professionals, experts, or other vendors are required for the purposes of the engagement, it will advise you and seek your approval. In consultation with you, the Firm will select such outside professionals etc on the basis that you and not the Firm, shall be

responsible for all amounts payable to them as they provide services in support of the matter we are handling for you.

Monthly Billing Statements and Payments

We will send monthly billing statements to you per your instructions disclosing all attorney's fees and costs, funds applied from the retainer, if any, and any current balance still owing. Our invoices are payable 30 days after e-mailing to you.

Withdrawal or Termination

Our relationship is based upon mutual consent. You may terminate our representation at any time, with or without cause, by notifying us in writing. Your termination of our services will not affect your responsibility for payment of fees for legal services previously rendered and of any other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct for the jurisdiction in which we practice, which lists several types of conduct or circumstances that require or allow us to withdraw from representing a client, including, for example, non-payment of fees or costs, misrepresentation or failure to disclose material facts, and fundamental disagreements and conflicts of interest with another client. We strive to identify in advance and discuss with our client any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary we give the client written notice of our withdrawal. If we elect to withdraw for any reason, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will remain entitled to be paid for all services rendered and other charges accrued on your behalf on the date of withdrawal.

The Texas Lawyer's Creed

We are required to advise you of the existence of and our obligations pursuant to the Texas Lawyer's Creed (the "Creed"). A copy of the Creed can be made available upon request and is publically available at the website maintained by Texas Center for Legal Ethics at www.legalethicstexas.com. The terms of the Creed are incorporated by reference herein. We are required to obtain your acknowledgment that you has been advised of the Creed, which we have done by asking you to sign a counterpart of this letter where indicated below.

Services Performed Outside the United States

HFW USA LLP, operates through the Houston, Texas office. The other HFW offices located throughout the world operate through offices that can be reviewed at www.hfw.com/Locations. If during the course of the Firm's representation of you it becomes necessary for you to receive legal services from HFW outside the United States of America, the terms and conditions applicable to the HFW office in the country of its location shall apply. The applicable terms and conditions for HFW offices can be reviewed at <http://www.hfw.com/Legal-Notices>. A copy of the terms and conditions can also be provided upon request. By executing this engagement letter, you consent

to and agrees to be bound by the terms and conditions applicable to the HFW office providing services.

Choice of Law

This engagement letter, as well as the services provided by the Firm, shall be governed by the laws of the State of Texas.

Data protection and privacy

We are committed to being transparent about how we collect and use information relating to you and which can be used to identify you (your 'Personal Data'), and to meeting our data protection obligations. For information about how we will process your Personal Data, please see our Privacy Notice at <http://www.hfw.com/Privacy-Notice>. If you are unable to access the Privacy Notice or require a copy in an alternative form, please contact us.

Notice to Clients

We are required to provide you with a notice that the State Bar of Texas investigates all Client's complaints of professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more additional information concerning filing a grievance with the State Bar of Texas, please visit the State Bar of Texas's website at www.texasbar.com or call toll free 1-800-932-1900.

We look forward to working with you.

Kind regards,

/s/ Glenn R. Legge

Glenn R. Legge
Partner
For and on behalf of HFW